

APR 12 1999

1/99

THE JOHN BIRCH SOCIETY

Non-Disclosure and Non-Solicitation Agreement

The undersigned, in consideration and as a condition of my employment with The John Birch Society or any of its subsidiaries or affiliates (collectively, the "Company") does hereby agree with Company as follows:

1. I will not at any time, whether during or after my employment, reveal to any person, firm, corporation or other organization any of the trade secrets, marketing plans, membership lists, donor lists, subscribers lists, customer lists, inquiry lists, program proposals or other confidential information concerning the organization, operations or finances of the Company or its members or the terms of my employment with the Company except as may be required in the ordinary course of my employment or as may be in the public domain through no fault of mine, and I shall keep secret all matters entrusted to me and shall not use or attempt to use any such information in any manner which may, or be calculated to injure or cause loss, whether directly or indirectly to the Company or its members, officers, Directors, or employees.

During my employment, I shall not duplicate, use or permit to be used any lists, notes, memoranda, computer programs, or other materials (collectively "Company Documents") of the Company or concerning any of its dealings or affairs, including without limitation matters with respect to a member, donor, or customer, otherwise than for the benefit of the Company. After the termination of my employment, I shall not use or permit to be used any such Company Documents, it being agreed that any of the foregoing shall be and remain the sole and exclusive property of the Company. Immediately upon the termination of my employment, I shall deliver all the foregoing, and all copies thereof, to the Company at its main office or to a representative of the Company designated for that purpose.

2. To help ensure the confidentiality of the Company's trade secrets and confidential information, I agree that after the termination of my status as an employee of the Company, I will not thereafter directly or indirectly solicit any contributors to or members, subscribers, advertisers, or other customers of the Company.

3. During my employment, I may create documents, software, reports, concepts and other items of intellectual property that relate to the operation of the Company, or which may conveniently be used in relation therewith, or result from tasks assigned me by the Company or result from the use of the Company's equipment or premises (the "Created Materials"). All Created Materials developed by me for use in Company programs are the sole and exclusive property of the Company.

4. I agree that any breach of this Agreement by me could cause irreparable damage to the Company and that in the event of such breach the Company shall have, in addition to any and all remedies at law, the right to an injunction, specific performance or other equitable relief to prevent the violation of the other obligations hereunder, without notice to me.

5. I understand that this Agreement does not create an obligation on the Company or any other person to continue my employment.

6. My performance of all terms of this Agreement does not and will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement, written or oral in conflict herewith.

7. If any provision of the Agreement is held invalid in any circumstance, such invalidity shall not affect any other provision or circumstance. Any waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach hereof.

8. My obligation under this Agreement shall survive the termination of my employment regardless of the manner of such termination and shall be binding upon my heirs, executors and administrators. The Company shall have the right to assign this Agreement to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns.

Agreed as aforesaid:

Employee: Gregg Robert Smith

Signature: Gregg Robert Smith Date: 3-6-99